

**Sponsorship Agreement Between**  
**The Coca-Cola Company**  
**Coca-Cola Bottling Company of Northern New England, Inc.**  
**University of New Hampshire**

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

**1. PARTIES**

- (A) The Coca-Cola Company, acting by and through Coca-Cola North America ("Company")
- (B) The Coca-Cola Bottling Company of Northern New England, Inc., a Delaware Corporation ("Bottler")
- (C) The University of New Hampshire ("University")

Company and Bottler are collectively referred to as "Sponsor."

**2. SCOPE OF AGREEMENT**

As provided in this agreement and as a continuation of the parties existing relationship, Sponsor will be the exclusive Beverage sponsor of the University, with Beverage availability rights, and on and off-Campus marketing rights. Bottler beverage availability rights extend to all campus wide vending.

**3. TERM**

The term of the Agreement will be for a period of 10 years, as follows (the "Term"):

Start Date: July 1, 2016    End Date: June 30, 2026

**4. DEFINITIONS**

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in EXHIBIT A.

**5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY**

(A) Sponsorship Fees – Bottler will pay to University “Sponsorship Fees” in the aggregate amount of [REDACTED] (\$[REDACTED]), payable throughout the Term as follows:

- (i) Bottler will pay Sponsorship Fees equal to [REDACTED] (\$[REDACTED]) within 60 days of the execution and delivery of this Agreement by all parties. University will provide an invoice to Bottler for this payment at least 30 days before payment is due.
- (ii) Bottler will pay additional Sponsorship Fees in the aggregate amount of [REDACTED] payable in ten (10) equal annual installments of [REDACTED] (\$[REDACTED]) each on July 1<sup>st</sup> of each Agreement Year. University will provide an invoice to Bottler for each such payment at least thirty (30) days before payment is due. If this Agreement is not fully executed until after the Start Date, the first payment of such Sponsorship Fees for Agreement Year One will be made on the later of July 1, 2016 or thirty (30) days from Bottler's receipt of the fully executed Agreement.

Growth Rebate - During the term, Bottler will pay University a rebate of [REDACTED] (\$[REDACTED]) for each incremental standard physical case (increase in bottle/can volume adjusted to 24 count physical cases delivered by Bottler), versus prior year of sales, of Company Beverages purchased and paid for by University for sale at the Campus during the Term (the “Rebates”). The Rebates shall be paid annually in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebates were earned and will be based on Bottler's case sales records. Rebates shall not be earned for sales of Company Beverages through Full Service Beverage Vending.

(C) Marketing and Other Funds-

- (i) Company Marketing Funds – During the Term, Company will budget and spend \$[REDACTED] annually for mutually-agreed on-Campus and in-market marketing programs. The funds will be held in a fund managed by Company for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available

must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

- (ii) Bottler Marketing Funds – During the Term, Bottler will budget and spend \$ [REDACTED] annually for initiatives mutually agreed upon by University and Bottler. The funds will be held in a fund managed by Bottler for use toward marketing programs designed to promote and increase beverages sales on Campus . All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (iii) Scholarships - Bottler will budget and spend \$ [REDACTED] in Year 1 only on tuition giveaways during home Football games. Of this amount, \$ [REDACTED] will be awarded at Homecoming. \$ [REDACTED] will be awarded at every other home game (4 games total).
- (iv) Alumni Golf Sponsorship – During the Term, Bottler will sponsor the University alumni golf tournament annually \$ [REDACTED]
- (v) Student Merchandiser – During the Term, Bottler will hire one (1) University student each school year to help merchandise the Campus facilities during the year (stocking coolers and product to keep the retail locations in stock and help improve sales, etc.).
- (vi) Student Ambassador – During the Term, Bottler will provide support for student ambassadors for University students with an estimated value of \$ [REDACTED] annually.
- (vii) Back to School – During the Term, Bottler will provide support for Back to School programs valued at \$ [REDACTED] annually. For example Back to School care packages that includes a backpack, t-shirt, lanyard etc.
- (viii) Student Incentives – During the Term, Bottler will provide one (1) Student Incentive per semester valued at \$ [REDACTED] annually (\$ [REDACTED] per semester).
- (ix) Trailer Wrap – During the Term, Bottler agrees to provide one (1) trailer wrap to be displayed on CCNNE transport vehicles. Trailer Wrap will be mutually agreed upon by University and Bottler.

- (x) Truck Back Impressions – During the Term, Bottler agrees to provide two (2) truck back impressions to be displayed on CCNNE transport vehicles. Truck Back Impressions to be mutually agreed upon by University and Bottler.

(D) Product Donations – Bottler will donate

2016 – 17: 3060 cases (Dining 1900, Alumni Relations 450, Athletics 560 and Student Events 150)

2017 – 18: 2360 cases (Dining 1200, Alumni Relations 450, Athletics 560 and Student Events 150)

2019 - 25: 2170 cases (Dining 1200, Alumni Relations 260, Athletics 560 and Student Events 150)

With exact product selection to be mutually agreed to by Bottler and University, but excluding Odwalla and all dispensed products) annually for student and faculty special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

- (E) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

## 6. BEVERAGE RIGHTS

- (A) **Beverage Availability and Pouring Rights.** Except as set forth in Permitted Exceptions below, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum, Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations.

(i) **Beverage Purchase Requirement.** University and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, and lids from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor. Upon request from University, Sponsor shall make compostable Approved Cups available to University for purchase.

**(B) Beverage Pricing**

- (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in EXHIBIT C. If, during the Term, new Company Beverages are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.
- (ii) To the extent University has a Concessionaire operating its University Athletic/dining facilities on Campus, and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply and the Concessionaire will purchase all such Company Beverages as set forth in Company's existing agreement with the Concessionaire. If, during the Term, University engages a Concessionaire(s) to operate on Campus that does not have an agreement with Company, then Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire.

**(C) Permitted Exceptions:**

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided, however, the University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus provided that no Permitted Exceptions are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment, unless mutually agreed to (such agreement shall not be unreasonable withheld).
  - Fresh Milk (as defined in herein);
  - Fresh Brewed Coffee (as defined herein)

- Hot tea freshly brewed on premise;
- Milkshakes and smoothies made on the premises;
- Unbranded freshly squeezed orange juice;
- K-Cups® pods;
- Liquid water enhancers;
- Unfiltered and filtered unbranded water provided directly from the public water supply for immediate consumption (such as from a public water fountain);
- 5 gallon bulk water
- Red Bull Energy Drink may be sold at locations on Campus as follows:
  - (i) Red Bull will have no more than 40% of warm or cold shelf space allocated to energy drinks in any location. Sponsor will determine product positioning in University coolers. Sponsor will have the right to determine the planogram for each location and set the percentage of space devoted to the energy drink category at each such location. If additional self-standing coolers are added, Sponsor will have the opportunity to add a like cooler.
  - (ii) The parties agree to work in collaboration to expand the availability of Sponsor-provided energy drinks to at least a parity position to Red Bull in each location, enabling consumer choice.
  - (iii) Red Bull promotional activity will be limited to: (a) 100 cases of free product donated to the University for student life use; (b) two promotional events on Campus annually; and (3) no retail pricing product promotions.
  - (iv) Red Bull will not be available in vending machines.
  - (v) Red Bull advertising will be limited to point of sale materials, coolers, and racks.
- Yoo-Hoo, Chocolate, Orangina, Moxie, Canada Dry Club Soda, Canada Dry Ginger Ale & Canada Dry beverages (provided these beverages are purchased directly from Bottler).

University may display generic names of unbranded Permitted Exceptions and the names and trademarks of any branded Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus (other than the limited promotions set forth above for Red Bull), or otherwise in connection with the University, the Campus or the University Marks. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed on Campus, except that branded fresh-brewed coffee may be served in cups bearing the names and trademarks of the relevant brands.

The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted

## **7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR**

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which includes the Athletic Facilities), and the University Marks (which, includes the Athletic Marks). Sponsor's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.
- (B) **Use of University Marks.** Sponsor will have a license to use University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:
- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vendor fronts;
  - cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
  - television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;

- beverage dispensing equipment, including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.

(C) **Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with the University, including joint promotions with Sponsor's retail customers in all channels of trade, including, without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs.

(D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in EXHIBIT A.

(E) **Sampling/Surveys.** Upon mutual agreement of the parties, Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages.

- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface (unless otherwise agreed to by the parties).
- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERADE® brand trademarks – or if requested by Company, trademarks for any other Company Beverage, as may be mutually agreed to by the parties - on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (I) **Hawking Rights.** University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor at no cost to the University. During all University events at which any food or Beverage items are hawked in the stands, including, without limitation, home football and basketball games, Company Beverages will be hawked in the stands.
- (J) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage

dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.

- (K) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its website. If University places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of Company's websites. Company may also develop a special page advertising Company Beverages on University's website.
- (L) **Digital Content.** University will provide Sponsor with digital content if available, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

## **8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES**

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 13 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any

breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.

**(B) Steps to Stop Ambush Marketing.** University will take reasonable steps as necessary or appropriate to stop third parties from associating Competitive Products with University. Except as allowed in Section (F) below, if any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (ii) instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

**(C) Third Party Compliance.** University will take reasonable steps to ensure that third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events.

**(D) No Third-Party Beverage Promotions.** The University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.

**(E) Broadcasters, Licensing Agents, etc.** University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who

have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.

- (F) **NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in America East Conference. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product).

#### **9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL**

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University will have ten (10) business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Sponsor, the University shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to meet University's approval. Withholding approval is considered unreasonable unless it is based on:

- (I) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or

- (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

## **10. SIGNAGE AND MEDIA / ADVERTISING**

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the signage and media/advertising rights as provided in **EXHIBIT E**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for the physical production, installation, repair and maintenance of such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.

- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

**11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR**

- (A) Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Athletics, and other special events associated with University as provided in Exhibit F.

**12. EQUIPMENT AND SERVICE**

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

**Fountain Equipment.** Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as Exhibit G and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees may apply.

- (B) **Fountain Service:** Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls that are valued at no more than fifteen dollars will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO<sub>2</sub> or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or

Bottler's) then current rate and will be invoiced on a quarterly basis. Charges will include labor, travel time, parts, and administrative costs.

- (C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus. Any equipment provided by Bottler under this Agreement will at all times remain the property of Bottler, and shall be subject to the terms and conditions of Bottler's standard lease agreement, except that no lease payment will be charged. Bottler agrees to provide regular maintenance/repair service for such equipment. The initial placement of vending machines, at the locations shown on EXHIBIT D. University will have the right to approve new physical locations, but will not unreasonably withhold its approval.

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:
- i. acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;
  - ii. will, upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
  - iii. will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
  - iv. will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
  - v. will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment;
  - vi. will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear; and
  - vii. will reimburse Bottler for any loss of or damage to Bottler-provided equipment, except for reasonable wear and tear.

Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

### **13. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**13.1 By University.** University represents, warrants, and covenants to Sponsor the following:

- **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- **Right to License Marks.** It has all rights necessary to grant licenses to the University Marks as are granted under this Agreement.
- **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased by University hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.
- **No Conflicting Agreements.**
  - (i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
    - (a) any agreement that would prevent University from complying with this Agreement; or
    - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.
  - (ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending

companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

**13.2 By Sponsor.** Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

- (B) **Authority.** It has the full power and authority to enter into this Agreement.
- (C) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (D) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

#### **14. CONFIDENTIALITY**

Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement. Prior to any disclosure of Agreement terms that appears to be required by law, University will give Sponsor prompt written notice, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

#### **15. TERMINATION AND REMEDIES**

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

**15.1 University's Termination Rights.** In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.

- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.
- (C) **If Sponsor Becomes Insolvent or Bankrupt.**
- (i) University may terminate immediately upon written notice if Company or Bottler does any of the following:
    - a) becomes unable to pay its liabilities when due;
    - b) makes an assignment for the benefit of creditors;
    - c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
    - d) has a receiver appointed for any portion of its business or property; or
    - e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
  - (ii) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

**15.2 Sponsor's Termination Rights.** In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) **If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) **If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
  - (i) becomes unable to pay its liabilities when due;
  - (ii) makes an assignment for the benefit of creditors;

- (iii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
  - (iv) has a receiver appointed for any portion of its business or property; or
  - (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days and during that period, sales of Company Beverages on Campus decrease by more than 20%, as compared to sales during the same period occurring twelve (12) months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

## **16. REFUNDS AND ADJUSTMENTS**

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees will be earned on a daily basis over the payment period. All upfront Sponsorship Payments paid at the beginning of the Agreement term shall be earned on a daily basis over the Term.
- (B) **Other Adjustments.** If:

- (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (2) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 10% or more over the prior twelve month period;
- (3) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days;

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

- (C) Company and Bottler Owned Dispensing Equipment. Upon expiration or termination of this Agreement, University must return any equipment owned by Company or Bottler. In addition, if any piece of equipment is removed from the University prior to 100 months from the installation date for that piece of equipment, University will pay Company or Bottler the actual cost of removal of the equipment, as well as the unamortized portion of the cost of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges.

## **17. INDEMNIFICATION**

**17.1 Company Obligations.** Except as otherwise provided by Section 17.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has

used the Company Marks in the exact manner provided or approved by Company.

**17.2 Bottler Obligations.** Except as otherwise provided in Exhibit H to this Agreement and as outlined in Section 17.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

**17.3 University Obligations.** Except as otherwise provided by Section 17.4 below, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the negligence of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University.

**17.4 Limitation on Obligations.** No party has any obligation to indemnify, defend, or hold harmless another party for any claims, suits, liabilities, costs, or expenses to the extent caused by the wrongful acts or, omissions, or the negligence of the party seeking indemnification.

**17.5 Indemnification Procedures.** Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a

complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

## **18. MISCELLANEOUS PROVISIONS**

**18.1 Entire Agreement.** This Agreement, together with any other exhibits referenced therein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

**18.2 Modification.** This Agreement can be modified or changed only by a written instrument signed by all parties.

**18.3 Retained Rights.** This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

### **18.4 Insurance.**

- (A) University and Sponsor shall, each at its own cost and expense, acquire and maintain during the Term of this Agreement, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, University and Sponsor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:
  - (1) Commercial General Liability including, but not limited to, premises-operations, broad form property damage, products /completed operations, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products / Completed Operations Aggregate;

- (2) Commercial Automobile Liability insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of University and Sponsor's obligations under this Agreement is required in the minimum amount of \$1,000,000 combined single limit;
  - (3) Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;
  - (4) Property Insurance. University will maintain, if using its own property or the property of Sponsor, in connection with the performance of its obligations under this Agreement, then, Property Insurance on an "All Risk" Basis with replacement cost coverage for property and equipment of others in the care, custody, and control of University is required.
- (B) University and Sponsor shall endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, or reduction in coverage. Insurance as outlined above shall be primary and non-contributory coverage. University and Sponsor will be solely responsible for any deductible or self-insured retention. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.
- (C) Each party shall be included on the other party's Commercial General Liability and Commercial Automobile Liability policies, as an "Additional Insured" as required by written Agreement and evidenced on a certificate of insurance. University shall be included as a "Loss Payee" on Company's Property policy, and shall be evidenced on a certificate of insurance. Upon execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), each party will provide to the other party a Certificate of Insurance evidencing compliance with the insurance requirements set forth above.
- (D) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any party. Failure to request evidence of insurance is not a waiver of any party's obligation to obtain the required insurance.

**18.5 Release, Discharge, or Waiver.** A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and

signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

**18.6 Severability.** If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

**18.7 Assignment.**

- (A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.
- (B) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

**18.8 Survival.** A party's obligations (if any) to observe confidentiality and to provide refunds and indemnification survive the expiration or termination of this Agreement.

**18.9 Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

**(A) Notice to Company.**

The Coca-Cola Company,  
acting by and through its Coca-Cola North America Group  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Attention: Vice President, Strategic Marketing Finance and  
Business Affairs

**Copy to:**

Group Counsel, Coca-Cola North America  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Fax: (404) 598-7664

**(B) Notice to Bottler.**

Seacoast Coca-Cola Bottling Company  
Attn: General Manager  
118 Stard Road, PO Box 2209  
Seacoast, New Hampshire 03874  
Fax: (603) 926-0347

**Copy to:**

The Coca-Cola Bottling Company of Northern New England, Inc.  
Attn: On-Premise Director  
1 Executive Park Drive, Suite 330  
Bedford, New Hampshire 03110  
Fax: (603) 627-6108

**(C) Notice to University.**

Richard MacDonald  
Assistant Director, UNH Hospitality Services  
Holloway Commons, Room 301N  
Durham, New Hampshire 03824  
Fax: (603) 862-1604

**18.10 Counterparts.** This Agreement may be executed in two or more counterparts.

**18.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

## 19. GOVERNING LAW

This Agreement is governed by and must be interpreted under New Hampshire law, without giving effect to any applicable conflict or choice-of-law provisions.

The Coca-Cola Company, acting by and through Coca-Cola North America

By: Malcolm R Bruni  
Malcolm R Bruni (Feb 27, 2017)

Print Name: Malcolm R Bruni

Title: VP, Strategic Partnership Marketing

The Coca-Cola Bottling Company of Northern New England, Inc.

By: Bryan Ridwell  
Print Name: Bryan Ridwell  
Title: V.P.

University of New Hampshire

By: Mr. D. Lut

Print Name: CHRISTOPHER D. CLEMENT

Title: VP FINANCE AND

ADMINISTRATION  
COO/CAO

Catherine A. Provencher

Catherine A. Provencher  
Vice Chancellor for Financial Affairs & Treasurer

## EXHIBIT A DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on July 1st and ending on June 30th.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, or (ii) are in a frozen form. This definition applies without regard to the beverage's labeling, marketing or packaging. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", drinking water dispensing systems and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
8. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities,

auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted. For the avoidance of doubt, current Campus locations include 105 Main Street, Durham NH, 88 Commercial Street, Manchester NH and 2 White Street, Concord NH.

9. "Company Beverages" means Beverages (i) manufactured, distributed, or marketed by Company; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Company.
10. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo"). For the avoidance of doubt, Frito-lay or other similarly situated products, which may be owned or affiliated with Beverage companies, but are not branded or advertised using the Beverage companies' names or trademarks, would not be considered a Competitive Product under this definition.
11. "Concessionaire(s)" means University's third party food and beverage concessionaires.
12. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of University of New Hampshire"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the Wildcats;" and (3) "Official Beverage Sponsor of University of New Hampshire."
13. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."
14. "Fresh Brewed Coffee" means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.
15. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
16. "NCAA" means the National Collegiate Athletic Association.

17. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
18. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

**EXHIBIT C**  
**Product Pricing**

**Prices to University: Please Reference Appendix C**

**Fountain Products:**

**Price Adjustments – Prices for fountain products shall remain in effect until the end of Agreement Year One. Thereafter, prices will be adjusted according to the Company's National List Price adjustments no greater than \$ [REDACTED] per gallon annually.**

**Price escalation on juice would follow national pricing as set by the Coca-Cola company and cannot be guaranteed a price ceiling due to the nature volatility of the juice market makes it difficult to predict future pricing.**

Coke, Dt Coke, Sprite & Fuze	BIB	5 Gallon	\$ [REDACTED]
Ginger Ale	BIB	2.5 Gallon	\$ [REDACTED]
Barq's, CF Dt Coke, Cherry Coke,	BIB	2.5 Gallon	\$ [REDACTED]
Coke Zero, Dr Pepper, Fanta, Fresca	BIB	2.5 Gallon	\$ [REDACTED]
Fuze, Gold Peak, Hi-C, Mello-Yello	BIB	2.5 Gallon	\$ [REDACTED]
Min Maid Lem, Powerade, Sprite	BIB	2.5 Gallon	\$ [REDACTED]
Sprite Zero and Seagram's Ginger Ale	BIB	2.5 Gallon	\$ [REDACTED]
Min Maid Light Lemonade	BIB	2.5 Gallon	\$ [REDACTED]
vitaminwater essential	BIB	2.5 Gallon	\$ [REDACTED]
vitaminwater Revive	BIB	2.5 Gallon	\$ [REDACTED]
vitaminwater XXX	BIB	2.5 Gallon	\$ [REDACTED]
vitaminwater zero squeezed	BIB	2.5 Gallon	\$ [REDACTED]
Orchards Best Crn Cocktail	4:1	2.5 Gallon	\$ [REDACTED]
Orchards Best OJ Blend	4:1	2.5 Gallon	\$ [REDACTED]
Orchard Best Apple Juice	5:1	2.5 Gallon	\$ [REDACTED]
Orchards Best Grape Juice	4:1	2.5 Gallon	\$ [REDACTED]
Orchards Best Apple Berry	4:1	2.5 Gallon	\$ [REDACTED]
Min Maid Orange Juice Frozen	5:1	4- 90oz Packs	\$ [REDACTED]
MM Orange Guava Passion Frozen	5:1	4- 90oz Packs	\$ [REDACTED]
MM Cranberry Frozen	4.7:1	4- 90oz Packs	\$ [REDACTED]
MM Apple Frozen	6:1	4-90oz Packs	\$ [REDACTED]
MM Rasp Lemonade Frozen	5:1	4- 90oz Packs	\$ [REDACTED]
MM Orange Straw Banana Frozen	5:1	4- 90oz Packs	\$ [REDACTED]
MM Grapefruit Frozen	5:1	4- 90oz Packs	\$ [REDACTED]
MM Grape Frozen	5:1	4- 90oz Packs	\$ [REDACTED]

**Bottle/Can Products:**

Price Adjustments – for bottle/can products will be calculated using mutually agreed upon CPI index (s) no greater than █ % annually.

20 ounce Single Bottle SSD	24 units	\$ █
12 pack 12oz cans	2 Units	\$ █
1 liter bottle SSD	12 Units	\$ █
1 liter bottle Seltzer Water	12 Units	\$ █
1 liter bottle smartwater spkl	12 Units	\$ █
12 ounce Single Bottle Glass	24 units	\$ █
16 ounce single cans Energy	24 units	\$ █
16 ounce single cans Energy	12 Units	\$ █
ORANGINA	24 Units	\$ █
16.9 ounce bottle Min Maid spkl	12 Units	New Item - TBD
16oz Can SSD	24 Units	\$ █
20 Ounce Bottle smartwater spkl	24 Units	\$ █
22 ounce can Energy	12 Units	\$ █
2lt Bottle	8 Units	\$ █
4 pack 16oz cans Energy	6 Units	\$ █
6 pack 10 ounce bottles glass	4 Units	\$ █
6 pack 12 ounce cans SSD	4 Units	\$ █
6 pack 20 ounce bottle smrtwtr spkl	4 Units	\$ █
6 pack 8 ounce bottles glass	4 Units	\$ █
8 - 12oz bottles pet	3 units	\$ █
8 Pack 7.5 ounce cans	3 Units	\$ █
1 liter bottle Dasani	12 Units	\$ █
1 liter bottle Fuze	12 Units	\$ █
1 liter bottle smartwater	12 Units	\$ █
1.5 liter bottle smartwater	12 Units	\$ █
10 ounce bottles Tum-E Yummie	12 Units	\$ █
10 ounce bottles Min Maid Juice drinks	24 Units	\$ █
11 ounce bottles Core Power	12 Units	\$ █
12 pack 12 ounce bottles Powerade	2 Units	\$ █
14 ounce bottle YUP	12 Units	\$ █
15.2 ounce bottle Min Maid Juice	24 Units	\$ █
15.5 ounce can Monster Java	12 Units	\$ █
15.5 ounce can Monster Muscle	12 Units	\$ █
16 ounce can Monster Rehab	24 Units	\$ █
16.9 ounce bottle Honest Tea	12 Units	\$ █
16.9 ounce bottle Yoo Hoo	24 Units	\$ █
16.9 ounce bottle Zico	12 Units	\$ █
18.5 ounce bottle Gold Peak	12 Units	\$ █

20 Ounce Bottle Dasani	24 Units	\$ [REDACTED]
20 Ounce Bottle Dasani Flavors	24 Units	\$ [REDACTED]
20 Ounce Bottle vitaminwater	24 Units	\$ [REDACTED]
20 Ounce Bottle Powerade	24 Units	\$ [REDACTED]
20 Ounce Bottle smartwater	24 Units	\$ [REDACTED]
24 ounce bottle Dasani	24 Units	\$ [REDACTED]
32 ounce bottle Powerade	15 Units	\$ [REDACTED]
59 ounce bottle Honest Tea	8 Units	\$ [REDACTED]
6 pack 1 liter bottle smartwater	2 Units	\$ [REDACTED]
6 pack 500 ML bottle smartwater	4 Units	\$ [REDACTED]
6 pack 500 ML bottle Dasani	4 Units	\$ [REDACTED]
64 ounce bottle Gold Peak	8 Units	\$ [REDACTED]
700 ML bottle smartwater	24 Units	\$ [REDACTED]
8 Pack 12 ounce bottles Dasani	3 Units	\$ [REDACTED]
11.5oz Bottle Simply Juice	12 Units	\$ [REDACTED]
12oz bottle Suja	6 Units	\$ [REDACTED]
15.2OZ bottle Odwalla	12 Units	\$ [REDACTED]
15.2OZ bottle Odwalla	24 Units	\$ [REDACTED]
16.9 ounce bottle Zico Chilled	12 Units	\$ [REDACTED]
32oz Bottle Odwalla	6 Units	\$ [REDACTED]
59oz Bottle Odwalla	6 Units	\$ [REDACTED]
59oz Bottle Simply Lime & Lemon	6 Units	\$ [REDACTED]
59oz Bottle Simply other	6 Units	\$ [REDACTED]
11.5oz Bottle Simply Juice	12 Units	\$ [REDACTED]
12oz bottle Suja	6 Units	\$ [REDACTED]
15.2OZ bottle Odwalla	12 Units	\$ [REDACTED]
15.2OZ bottle Odwalla	24 Units	\$ [REDACTED]
16.9 ounce bottle Zico Chilled	12 Units	\$ [REDACTED]
32oz Bottle Odwalla	6 Units	\$ [REDACTED]
59oz Bottle Odwalla	6 Units	\$ [REDACTED]
59oz Bottle Simply Lime & Lemon	6 Units	\$ [REDACTED]
59oz Bottle Simply other	6 Units	\$ [REDACTED]

Classified - Confidential

**Prices to Concessionaire:**

**Fountain Products:** as set forth in Company's and/or Bottler's existing agreements with University's current Concessionaires.

**Price Adjustments** - as set forth in Company's and/or Bottler's existing agreements with University's current Concessionaires.

**Bottle/Can Products:** as set forth in Company's and/or Bottler's existing Agreements with University's current Concessionaires.

**Price Adjustments** - as set forth in Company's and/or Bottler's existing agreements with University's current Concessionaires.

**EXHIBIT D**  
**Initial Minimum Placement of Vending Machines**

**TBD**

**Classified - Confidential**

**EXHIBIT E**  
**Signage and Other Advertising**

University will provide Sponsor with the following signage, media and hospitality rights, at no additional charge:

**UNH Athletic General Opportunities:**

- 250,000 banner ad impressions on UNHWildcats.com
  - includes 970 X 66 super leaderboard ad, 728x90 leaderboard ad and 300x250 story ad to rotate throughout the site.
- 
- Cross Promotional Activities

**UNH Football:**

- One (1) 3'x8' end zone sign in Wildcat Stadium
- One (1) On Field Promotion

**UNH Men's and Women's Hockey:**

- One (1) 3' x 10' dasher board on the TV-side of the arena
- One (1) On Ice Promotion

**Movie Pre-Screening Advertising:**

- Serving the UNH/Durham Community, Bottler will have the opportunity to present pre-screening advertisement in the Memorial Union Building's state of the art Digital theaters

**Wildcat Transit:**

Serving the Durham, Dover, Newmarket, Rochester and Portsmouth, Wildcat transit is the largest regional transit system in NH, providing over 1,300,000 riders annually

- Interior Bus Signage:

- 20 weeks annually of interior placard signage (one each) in Wildcat Transit vehicles servicing Durham, Dover, Newmarket, Rochester and Portsmouth and Campus Connector vehicles servicing the UNH Durham Campus.

- Bus Shelter Signage:

- 12 weeks annually of Bus Shelter signage in 10 UNH bus shelters. Scheduled during peak utilization periods, schedule to be determined.

- Rear Bus Wrap:

- Full rear bus wrap of one Wildcat Transit/Campus Connector vehicles servicing the Durham, Dover, Newmarket, Rochester and Portsmouth area.

Sponsor and University reserve the right to adjust the signage, media, and other inventory provided in this Exhibit, subject to the mutual agreement of the parties and contingent on any replacement inventory being of a value and presence at least equivalent to the value and presence of the original inventory.

**EXHIBIT F**  
**Tickets/Hospitality**

University will provide Sponsor with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year:

**UNH Athletic General Opportunities**

- 8 tickets to each UNH Athletic event (in addition to those others listed below)

**Bottler Employee Football Game Event**

- Up to 100 tickets to the game.
- Use of a tent in Wildcat Village prior to the game
- Public address announcements throughout the game
- On-field recognition with Bottlerrepresentative
- Opportunity to provide a promotional giveaway
- Opportunity to host a concourse table display

**Football**

- Season Tickets (8)
- Access to Victory Club for all 8 ticket holders
- Premium Parking

**Men's Hockey**

- Season Tickets (8)
- Skybox Lounge Pass for all 8 ticket holders
- Premium Parking

**Women's Hockey**

- Season Tickets (8)
- Skybox Lounge Pass for all 8 ticket holders
- Premium Parking

**Parking (Other)**

- 2 parking passes for sales associates for purposes of parking on campus to conduct general business

Sponsor and University reserve the right to adjust the tickets and entertainment/hospitality provided in this Exhibit, subject to the mutual agreement of the parties and contingent on any replacement inventory being of a value and presence at least equivalent to the value and presence of the original inventory.

## EXHIBIT G

### COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

- 1. LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
- 2. TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HERAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
- 3. USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
- 4. WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
- 5. MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
- 6. RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
- 7. DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
- 8. LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
- 9. OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE.

## EXHIBIT H

### BOTTLER PRODUCT WARRANTY AND INDEMNITY

The Coca-Cola Bottling Company of Northern New England, Inc., on behalf of itself and its wholly-owned US subsidiaries (collectively, "CCNNE"), warrants to the entity identified in the agreement into which this Product Warranty and Indemnity is incorporated ("Customer") that:

- i. At the time of shipment from CCNNE, beverage products manufactured by CCNNE ("Products") will be free from material defects and will be suitable for their intended purpose.
- ii. The Products will meet the requirements of the Federal Food, Drug and Cosmetic Act ("Act"), as amended, including the Food Additive Amendments of 1958, and the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; will not be adulterated or misbranded within the meaning of the Act; and, will not be products which, under the provisions of Sections 404 and 505 of the Act, may not be introduced into interstate commerce. CCNNE further warrants that the Products will, at the time of shipment, comply with all other applicable federal and state laws, rules and regulations. This warranty is extended and applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act.
- iii. The warranties provided in paragraph (ii) above will not apply when any Products are shipped or delivered under a label or labeling designed by or on behalf of Customer, or the Products are manufactured in accordance with written specifications provided by or on behalf of Customer. In such a case, CCNNE warrants only that the Products will conform to the label, labeling or specifications provided by or on behalf of Customer.
- iv. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CCNNE DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer agrees that its sole and exclusive remedy for breach by CCNNE of the warranties provided herein and any applicable implied warranties will be as follows: CCNNE will, at its sole option, either replace the Products or refund the actual, net purchase price paid by Customer for the Products, and CCNNE will indemnify and hold Customer harmless against (i) any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by CCNNE in the Products, or (ii) any claim, loss, or expense arising out of any patent or trademark infringement suit in a court of competent jurisdiction based on Customer's use or sale of the Products as contemplated by CCNNE; provided, however, that any such claim, loss or expense set forth under subsections (i) and (ii) was solely caused by the fault or negligence of CCNNE, and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer; and provided further that (a) Customer gives CCNNE timely written notice of the assertion or pendency of any such claim, (b) CCNNE has the right to defend any such claim, and (c) CCNNE has the right of approval prior to settlement of any such claim.

This Product Warranty and Indemnity sets forth the sole and exclusive remedy for Customer against CCNNE with respect to the Products, and is the complete agreement between the parties with respect to such subject matter. IN NO EVENT WILL CCNNE BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT IN TORT OR ON ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE.

This Product Warranty and Indemnity is not assignable or transferable, by operation of law or otherwise, and revokes any prior continuing warranty provided with respect to the Products.

Notices required hereunder will be sent by certified mail to The Coca-Cola Bottling Company of Northern New England, Inc., One Executive Park Drive, Bedford, NH 03110